

DEWLYN LLC  
1300 Ridenour Blvd., Suite 100, Kennesaw, GA 30152

### AFFILIATE REFERRAL AGREEMENT

This Affiliate Referral Agreement (the "Agreement") is entered into \_\_\_\_\_ (the "Effective Date"), by and between **DEWLYN LLC**, with an address of 1300 Ridenour Blvd., Suite 100, Kennesaw, GA 30152, (the "Company") and \_\_\_\_\_, with an address of \_\_\_\_\_, \_\_\_\_\_ (the "Affiliate"), collectively "the Parties."

1. Purpose. Company is in the business of nonprofit training, consulting, and grant-writing. Company is desirous of gaining additional clients/customers for its **Community Heroes Academy Program**. Affiliate is in a position to refer potential clients/customers to Company.

2. Referral Arrangement. Upon the Effective Date of this Agreement, Affiliate may, from time to time, refer potential clients/customers to Company. Company will pay Affiliate a fee for these referrals.

3. Compensation. Company shall pay Affiliate for each successful referral, where a successful referral is defined as a referral that becomes a Community Heroes Academy Member. Specifically, Company shall pay Affiliate a one-time **payment of \$50** for each completed Academy Member referral (where the quarterly fee is paid upfront). Further, the enrolling new member will receive a one-time **discount of \$50** off of the listed Academy membership price at the time of checkout (enrollment). A completed referral means that someone referred enrolls in the Community Heroes Academy as a paid member. In order to receive compensation, potential members must identify the Affiliate as their referral source using the Affiliate's code issued by the Company at the time of membership enrollment and checkout. Company shall pay Affiliate within 91 days of a completed referral. Referral fees are paid on the first Friday of each new each quarter: January, April, July, and October.

3 (a). No Compensation. There shall be no payment due for annual renewals or for re-occurring quarterly memberships. There shall be no payment for referrals made for potential clients that have already contacted the Company via social media, our website, training classes given by Company or who are already in our database from Company's previous marketing and recruitment efforts, or for referrals that do not lead to memberships within 90 days of the referral being made by Affiliate.

3 (b). Referral Log. At Affiliates sole discretion, Affiliate may "log" or enter potential referrals in our Referral Log which will allow Affiliate to document and connect potential members to the Affiliate. To log your referral go to: <https://communityheroes.us/affiliate-referral-log>

3(c) Required Documents. Prior to disbursement of payment, Affiliate must submit the following information to the Company: a copy of a valid driver's license, IRS W9 form, current mailing address and valid email address.

4. Term. This Agreement shall commence upon the Effective Date, as stated above, and will continue until terminated.

5. Confidentiality. During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Affiliate in order for Affiliate to seek out potential referrals. Affiliate will not share any of this proprietary information at any time. Affiliate also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

6. Termination. This Agreement may be terminated at any time by either Party upon written notice to the other party. Upon termination, Company shall pay Affiliate all compensation due and owing for referrals made prior to the date of termination, but not yet paid.

7. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

8. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

10. Disclaimer of Warranties. Affiliate shall refer potential Community Heroes Academy Members as requested by Company. AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. AFFILIATE HAS NO RESPONSIBILITY TO COMPANY IF THE REFERRALS DO NOT LEAD TO COMPANY'S DESIRED RESULT(S).

11. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

12. Waiver. The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

14. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout North America, Europe and Africa. The Parties each represent that they have the authority to enter into this Agreement.

15. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the laws of the US State Georgia. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Georgia (US) law.

16. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“AFFILIATE”

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

“COMPANY”

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**Return this Agreement to: [support@communityheroes.us](mailto:support@communityheroes.us)**